DOCUMENT RESUME

ED 339 423 JC 910 562

TITLE Agreement between the Board of Trustees of Illinois Community College District #519 and the Highland Community College Faculty Senate Affiliated with the American Federation of Teachers Local 1957, FY 1989-FY 1991 Academic Years.

INSTITUTION Highland Community Coll., Freeport, Ill.

PUB DATE 89

NOTE 33p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Full Time Faculty; Grievance Procedures; Job Layoff; Leaves of Absence; Negotiation Agreements; Part Time Faculty; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Promotion; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers; Highland Community College IL

ABSTRACT

The collective bargaining agreement between the Board of Trustees of Illinois Community College District No. 519 and the Highland Community College Faculty Senate is presented. This contract, covering the period from August 20, 1988 through August 20, 1991, deals with the following topics: definitions and Senate recognition; Senate-Board relations; academic freedom and political activities; dues checkoff; grievance procedures; insurance and fringe benefits; conditions of employment, including dismissal, sabbatical and other leaves, class load and size, office hours, facilities, vacancies, and part-time faculty; salary and rates of pay; layoff and reinstatement procedure; scope and duration of agreement; no-strike pledge; and future negotiations. Appendixes provide information on hospital and major medical insurance, differential positions, and the Community College Tenure Act. (JMC)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED339423

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
ILLINOIS COMMUNITY COLLEGE DISTRICT #519
and
THE HIGHLAND COMMUNITY COLLEGE
FACULTY SENATE AFFILIATED WITH
THE AMERICAN FEDERATION OF TEACHERS
LOCAL 1957
FY 1989 -FY 1991 ACADEMIC YEARS

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

[ ] This document has been reproduced as received from the person or organization originating it.

[X] Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

JC 910562

BEST COPY AVAILABLE

Freeport, Illinois

Preamble. 1

Article I. Definition and Senate Recognition 1
A. Definitions 1
B. Recognition 2

Article II. Senate - Board Relations. 2
A. Non-discrimination. 2
B. Rights and Benefits of Faculty Members. 2
C. Board Rights. 2
D. Communications. 3

Article III. Academic Freedom and Political Activities 3

Article IV. Dues Checkoff 4

Article V. Grievance Procedure . . . . . 4 - 5 - 6

Article VI. Insurance and Fringe Benefits . . . . . 6 - 7

Article VII. Conditions of Employment. 8
A. Duties and Responsibilities of the Faculty Member. 8
B. Cause for Dismissal 8
C. Sabbaticals . . . . . 8 - 9 - 10
D. Maternity Leave 11
E. Leave Without Pay 11
F. Class Load. 12
G. Class Size. 13
H. Office Hours. 13
I. Facilities. 13
J. Vacancies 13
K. Part-time Faculty 13
L. Interviewing Committee. 13
M. School Calendar 13
N. Extension Courses 14

Article VIII Salary and Rates of Pay 14

Article IX Layoff and Reinstatement Procedure 24

Article X Scope and Duration 24

Article XI No Strike Pledge 24

Article XII Future Negotiations 25

Appendixes

PREAMBLE

This agreement is entered into by and between the Board of Trustees of Illinois Community College District 519, hereinafter referred to as the "Board," and the Highland Community College Faculty Senate, affiliated with the American Federation of Teachers, Local 1957, hereinafter referred to as the "Senate," as the exclusive bargaining agent for the faculty members in the bargaining unit as defined in Article I, Section B.

ARTICLE I
DEFINITIONS AND SENATE RECOGNITION

A. Definitions

1. The term "College" refers to the collective locations, endeavors, personnel, and policies of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll which is called Highland Community College.

2. The term "Board" refers to the body politic and corporate by the name Board of Trustees of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll.

3. The term "Senate" refers to the collective membership and their member representatives of the Highland Community College Faculty Senate affiliated with the American Federation of Teachers, Local 1957.

4. The term "Agreement" means a legally binding contract and its definitions and provisions.

5. The term "full-time faculty members" refers to the following personnel:

   Full-time teaching faculty members who teach a full load as defined in Article VIIF or its equivalent
   Counselors
   Assistant Librarians
   Department Heads

   The Board will show good faith in dealing with the makeup of the bargaining unit.

6. The term "working day" means any day the College Administrative Offices are open for at least four hours.

7. Wherever the masculine noun or pronoun is used it shall be construed to embrace the female where appropriate.

B. Recognition

The Board recognizes the Senate as the exclusive bargaining representative for all full-time faculty members in all matters concerning salaries, fringe benefits, and other items covered in this Agreement. The bargaining unit excludes the President, his assistants, deans, associate deans, controller, division chairmen, Director of Admissions and Records, Director of Student Financial Aids and Resource Development, Director of College Relations, Director of Data Processing, Director of Physical Plant and Maintenance, Director of Library Services, Coordinator of Audio Visual Services, Coordinator of Student Activities, Director of Auxiliary Services, Purchasing Agent, and all other administrative and classified personnel.

ARTICLE II
SENATE - BOARD RELATIONS

A. Non-discrimination

1. The Board and the Senate shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the lawful activities of, any organization.

2. Membership in the Senate or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, or continuing of employment, or in advancement opportunities, or otherwise because of any faculty member's membership or lawful organizational activities in the Senate or any other employee organization or his refusal to join any such organization or to participate in any such activities.

B. Rights and Benefits of Faculty Members

1. Rights and benefits of faculty members set forth in this Agreement shall be made part of any individual contract of employment with the Board. A copy of this Agreement, the College calendar, and the Policies and Procedures Manual shall be made available to all full-time faculty members.

2. The Board agrees to implement its rules and policies as they pertain to faculty in a fair and impartial manner. A rule or policy enacted within the Board's lawful authority which does not violate any terms within the collective bargaining agreement and does not violate any right under the Illinois Labor Relations Act shall be deemed fair and impartial.

C. Board Rights

1. It is the responsibility of the Board of Trustees to administer the College in accordance with Illinois statutes and in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.

D. Communications

1. This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual faculty member or group of faculty members for the purpose of discussing mutual ideas, concerns, views, and proposals covered or not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.

2. Negotiating sessions shall be closed to the public.

3. All academic and evaluative records pertaining to the faculty shall be maintained by the Personnel Office. Responsibility for the confidentiality and use of information in this file shall rest with the Personnel Office from which permission must be obtained to gain access to any portion therein. Privileged communication relative to his initial employment is not available to the faculty member.

4. A faculty member will have access at any time to his personnel folder which pertains to his payroll records, provided he requests such access from the Personnel Office.

5. It is important that a faculty member be cognizant of all items which might be used in developing his periodic evaluation. The Personnel Office, therefore, shall notify the faculty member whenever any such item is placed in his personnel folder. The faculty member may, if he so desires, add his written comments for inclusion with the statement.

6. The Board agrees to furnish or to direct its officials to furnish to the President of the Senate, upon his request, information of public record concerning the College.

ARTICLE III
ACADEMIC FREEDOM AND POLITICAL ACTIVITIES

1. The Board and faculty, realizing that the basis of education is a search for truth, recognizes the obligation of the individual faculty member to present in the classroom, within his discipline, the truth as he sees it as well as other representative points of view.

2. The College recognizes the right of the individual faculty member to engage in community affairs and political activities, and express his opinions as he sees fit as long as these activities do not interfere with the performance of his contractual obligations.

3. A faculty member whose election to an office may necessitate his absence during a period of time is to negotiate a satisfactory adjustment with the College Board through the President.

ARTICLE IV
DUES CHECKOFF

Each member of the Senate is given the privilege of electing to authorize payment of such Senate members' dues by withholding the same from the salary of such member. Such election shall be evidenced by the written request of the Senate member electing to exercise such privilege and may be revoked in writing at any time. All sums so withheld shall be paid over to the duly qualified and acting Treasurer of the Senate on or before the last day of each calendar month.

ARTICLE V
GRIEVANCE PROCEDURE

1. a. A "grievance" shall mean a complaint by a faculty member (Grievant) that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. Such grievance may be processed through all the steps of this grievance process.

   b. A "grievance" shall also mean that a faculty member has been treated unfairly or inequitably by reason of any act or condition which is contrary to established written policy governing or affecting faculty members. Such a grievance may be processed only through V 6 of this procedure."

2. A grievance may be processed in the name of an individual faculty member, a group of faculty members, or the Faculty Senate. In each case the term Grievant shall apply.

3. In the event that a Grievant believes he has a basis for a grievance, he shall first informally discuss the basis for the grievance with his division chairman or the appropriate administrator. This discussion shall occur no later than 10 working days from the time grievant became aware of or in the exercise of reasonable diligence should have become aware of the event giving rise to the grievance.

4. If, as a result of the informal discussion with the division chairman or the appropriate administrator a grievance still exists, the Grievant may, no later than twenty working days following the discussion, invoke formal grievance procedures in writing signed by the Grievant. Two copies of the grievance shall be filed with the President of the College or a representative designated by him and two copies with the President of the Faculty Senate.

5. Within seven working days from the date of filing, the President of the College or his designee shall meet with the Grievant in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance in writing within seven working days of this meeting.

6. If the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in Paragraph 5, the grievance shall be transmitted within ten working days to the Board of Trustees by filing a written copy thereof with the Chairman of the Board. The grievant and/or his representative shall have the right to present oral arguments in his behalf to the Board. The Board shall dispose of the grievance within ten working days by notifying the Grievant in writing and shall state its reason in the event the grievance is denied.

7. If the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 6, he may within ten working days after notification of the decision of the Board of Trustees appeal the grievance to arbitration. Such an appeal must be in writing and shall be delivered to the Chairman of the Board of Trustees. The Grievant and the Board, or its representative(s), shall meet within ten working days to attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator at that meeting, the Grievant and the Board must, within five working days, send a written appeal to the American Arbitration Association; and an arbitrator shall be appointed under the rules of that body.

8. The Board of Trustees and the Grievant shall bear equally the arbitrator's fees, if any, and other arbitration expenses, exclusive of attorney's fees, incidental to the proceedings.

9. The arbitrator shall confer with the parties and hold hearings promptly and will issue his decision not later than twenty working days from the date of the close of the hearing. The decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.

10. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding the disposition of the grievance as such grievance is described in Paragraph 1. He shall be subject to in all cases the rights, responsibilities, and authority of the parties under the laws of the State of Illinois. The arbitrator shall not usurp the functions of the Board of Trustees under law and this Agreement. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by the decision. Neither party shall take the decision of the arbitrator to the courts.

11. Persons who may be required by either party to be present for the purpose of this procedure are defined as the Grievant, the appropriate Senate representative(s), the Board representative(s), and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.

12. No reprisals of any kind shall be taken against any faculty member or the Senate for participation in any grievance.

13. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

14. No documents, communications and records dealing with a grievance shall be filed as part of the personnel files of the participant(s).

15. No disposition of a grievance shall be implemented without prior notification to the Senate and an opportunity for the Senate representative(s) to be present, nor shall any disposition of a grievance be inconsistent with the terms of the Agreement.

16. The Grievant may withdraw his grievance at any level.

17. The Faculty Senate shall not cause, engage in, or sanction any strike, slowdown, or other concerted action for the purpose of interrupting the regular work process, because of any grievance procedure.

ARTICLE VI
INSURANCE AND FRINGE BENEFITS

1. At the beginning of each academic year, a full-time faculty member shall be credited with 10 days of sick leave and those days may be used at any time, but subject to the provision of the sick leave policy. A faculty member eligible for sick leave may earn 1 (one) day of sick leave for summer school and leave earned during the summer is in addition to the 10 days that may have been credited at the beginning of the academic year. No individual may be credited with more than eleven days sick leave per fiscal year. Any unused portion of the sick leave during any fiscal year is added to the sick leave for the following year and is allowed to accumulate without limitation. Every sick leave taken must be reported to the division chairman or appropriate administrator.

2. The Board will provide hospital and major medical insurance to cover each full-time faculty member. During the 1988-89 contract year, the Board will pay the entire premiums for single coverage of either the existing hospital and major medical insurance or the following HMO's: Principal, Clinicare (with prescription, w/o vision) and NOVA (with prescription). During any contract year, the employee can elect to add dependent/ dependents coverage for a total cost of $10 per month.
During the 1989-90 contract year, the Board agrees to increase its contribution by up to 15% percent, and during the 1990-91 contract year, the Board agrees to further increase its contribution by up to 15%. The base for each year will be the fiscal rate for the previous year for each carrier and classification.

The July 1, 1988 through June 30, 1989 premiums for the existing HMO's are as follows:

	Single	Employees + 1 Dependent	Emp. + 2 or More
Principal	$ 91.33	$ 202.27	$ 202.27
Clinicare (with prescription, w/o vision)	90.69	184.14	238.28
NOVA (with prescription)	91.05	176.62	261.65

If the College is required to offer any other HMO, it will contribute an amount equal to the highest premium in any of the applicable categories set forth above.

Effective July 1, 1988, the College agrees to implement a flexible benefit account for related medical expenses and child care. Additionally, the Board will provide a minimum of $40,000 group life and accidental death and dismemberment coverage on the life of each employee covered by this Agreement.

3. Beginning with an individual instructor's second fiscal year, educational assistance of $100 per semester hour for approved in-residence study or out of town extension study of an accredited institution or $40 per semester hour for approved in-town extension, correspondence, VERB, or TV study will be made by the College. Total allowable grants shall not exceed $1,200 (non-accumulative) to any one person during every two-year period. Any salary adjustments because of additional work satisfactorily completed shall be made at the beginning of the next semester following satisfactory course completion.

4. Two days personal leave per year (non-accumulative) are available for all full-time faculty members upon division chairman approval and administrative review.

5. Faculty members may purchase items normally carried in the College Bookstore at 20 percent discount off retail price.

6. The Board will provide a scholarship fund for full tuition coverage only at Highland Community College for all full-time faculty members, his or her spouse, and dependent children with no maximum limit providing space is available in the classroom. If a person receiving tuition coverage drops a course prior to mid-term, he will not receive tuition reimbursement.

7. Travel allowance will be provided by the College upon division chairman approval and administrative review. If College transportation is available, a request must be made for its use. If the faculty member desires to use his own transportation, the College will not pay for mileage. If College transportation is not available, the College will pay the State approved rate per mile charged to the faculty member's travel budget.

8. The Faculty Senate President will be given three contact hours of release time each semester during the academic year to act as coordinator between the Faculty Senate and the College. The Faculty Senate President shall be named by June 1.

9. A tax sheltered annuity program shall be available for purchase by faculty members through payroll deductions at any time of the year.

10. Faculty members who retire from Highland Community College will be provided with the same atheletic event and play benefits as enjoyed by the full-time faculty. YMCA memberships will be provided on a space-available basis, a lottery being used to select retirement memberships when interest exceeds space available.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

A. Duties and Responsibilities of the Faculty Member

The duties and responsibilities of the faculty member are found in the Personnel Chapter of the Highland Community College Policies and Procedures Manual, copies of which are available in the College library. All members are expected to be familiar with these duties and faculty responsibilities.

B. Cause for Dismissal

It is recognized by the parties that incompetence, neglect of duty, immorality, conviction of a felony, noncompliance with the rules and regulations established from time to time by the College Board or any other cause for dismissal recognized by law, shall cause the rights of employees under this contract to be forfeited and employment to cease. An employee's rights to challenge any discharge shall be limited to those rights set forth in the Community College Tenure Act.

C. Sabbaticals

1. A sabbatical leave of absence may be awarded to qualified faculty member(s) for the purpose of study or travel. This sabbatical leave is to be differentiated as separate and distinct from other leaves of absence.

2. Faculty members are eligible to apply for either a one semester or a one-year sabbatical leave after completing seven consecutive years of full-time service at H.C.C. Other leaves of absence should not be deemed a break in the continuity of service and shall be included as a year of service in computing the seven consecutive years of service required for sabbatical leave.

   a. The length of the sabbatical leave may be for one semester or one academic year exclusive of the summer term. (An academic year sabbatical leave shall coincide as closely as possible with a given academic year at Highland Community College.)

   b. A one academic year sabbatical leave granted to faculty members shall bar the individual from any further sabbatical leave until the completion of six or more years of additional continuous active service. A faculty member taking a one semester sabbatical leave may apply to take the second semester sabbatical leave during any future academic year. Upon completion of the second semester sabbatical leave, the faculty member will not be eligible for any further sabbatical leave until the completion of six or more years of additional continuous active service.

   c. The purpose of the sabbatical leave shall be to improve the service of the faculty member to the College and to the student.

      (1) Twelve semester credit hours of work or its equivalent per semester, as approved by the faculty committee, for a sabbatical leave is recommended.

(2) A sabbatical leave for work experience may be substituted for the recommended twelve units per semester in-residence study. Work experiences that are available to teachers who intend to study in fields related to their professional growth should receive consideration on the same basis as for those in residence study. If no salary is to be paid by the employer, the College will pay at the normal sabbatical rate and all fringe benefits shall remain in force. In a situation where the employer does pay a salary, this shall be administered on a contract basis between the College and the employer. The amount of salary to be paid to and fringe benefits received by the faculty member shall be negotiated between the College, the employer, and the faculty member. At the minimum, the salary shall be no lower than the applicable sabbatical rate; and fringe benefits shall be equal to those received by full time faculty members.

(3) A request for a sabbatical leave for travel may be granted to qualified faculty members. The individual requesting a sabbatical leave for travel shall present to the faculty committee the program he intends to follow while on sabbatical leave. The program shall include the proposed objectives of the travel, the itinerary, and a description of the benefits that the H.C.C. district can expect from this type of sabbatical leave.

d. The recipient of a sabbatical leave must agree in writing to return to service for a two year term after completion of the sabbatical leave. If such agreement is not fulfilled, the recipient shall be expected to repay the monies received while on sabbatical leave to the College under such procedures as shall be determined by the College.

3. A sabbatical leave shall be granted on either a one-semester or an academic year basis. The amount of salary paid for a one-semester sabbatical leave shall be three-eighths of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. For his semester of teaching during the remainder of the year of his one-semester sabbatical leave, the faculty member shall be paid according to the salary schedule in effect during that semester. The amount of salary paid for an academic year sabbatical leave shall be three-fourths of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. The salary shall be paid in the same manner as it would be if the faculty member were not on a leave of absence. While on sabbatical leave, the recipient will not be eligible for educational assistance under Article VI, Item 3.

4. Return to Service

A. Salary increments and retirements

(1) The sabbatical leave of absence shall be considered as time in service for salary schedule or negotiable purposes.

(2) The sabbatical leave of absence shall be considered as time in service for retirement purposes. Retirement deductions will be based on the salary received and the percent deducted for retirement purposes for that year.

a. The recipient must be reinstated in the position held by him at the time the sabbatical was granted provided that position still exists, unless he otherwise agrees to accept another position. In the event the position does not exist and the recipient does not accept another position, he would not be obligated to repay the monies received while on sabbatical leave.

b. The recipient shall submit to the Dean of Instructional Services a transcript of credits received for in-residence study, or a written report of work experience, or a written report of travel completed, whichever is applicable, within sixty days after returning to duty. He shall also present a summary of his program accomplishments to the faculty committee for their evaluation and guidance. Upon return to duty, the recipient shall be expected, if called upon, to share his experience with interest groups throughout the H.C.C. District.

5. The following guidelines are to be followed in determining the number of faculty members permitted a sabbatical leave in any one year:

A. Monies shall be made available in the College budget for one academic year sabbatical leave (or for two one-semester sabbatical leaves) for that faculty member (or for those two faculty members) selected by the Faculty Sabbatical Committee.

B. No more than two faculty members may be on a sabbatical leave at one time.

C. The 1968 A.A.U.P. statement on leaves of absence shall be used as a guide in determining the final choices for a sabbatical leave of absence.

6. Sabbatical leave applications must be submitted to the Faculty Sabbatical Committee by February 1 of the year preceding the school year for which the sabbatical leave is desired. The faculty committee shall consist of one member from each division and shall be selected by the members of the division. It is the Faculty Senate's responsibility to implement the procedure of selecting the committee. The request, if approved by the faculty committee, shall be presented to the Dean of Instructional Services. In the event the Dean of Instructional Services does not concur with the recommendations of the committee, he shall, within ten academic days of receipt, return the request to the committee, giving the reasons for his action.

The Sabbatical Committee, after receiving the statement of the Dean, shall either accept or reject his recommendation and submit the request to the President for presentation to the Board of Trustees at

the regular February meeting of the Board. The applicant shall be informed of the Board decision not later than the day following the regular March Board Meeting.

D. Maternity Leave

If time off for maternity is needed, the faculty member may use earned sick leave prior to the start of maternity leave. The effective date may be at least three months before the anticipated birth of the child. Faculty members shall ordinarily return at the beginning of a semester. Maternity leave may be granted for a definite period of time and extended when necessary, with authorization by the Dean of Instructional Services. With the exception of the above provisions, Article VII-E, "Leave Without Pay," of this Agreement, shall apply to maternity leave.

E. Leave Without Pay

1. All requests for leave without pay are to be submitted to the Division Chairman. The request for leave without pay may be granted or refused through approval of the Division Chairman and Dean of Instructional Services, and the requestor shall be so notified.

2. Requests for leave must be submitted as much in advance as reasonably possible of the date the leave is requested to commence, however, under certain circumstances it is recognized that this request may be after the initial period of absence.

3. This policy does not alter or conflict with other types of leave, although the faculty member may request an extension of those days through the application of this policy. Ordinarily leave without pay may be granted up to a period of one year. If a faculty member desires additional leave time beyond his original expiration date, another request must be submitted and such request may be granted or refused.

4. At the termination of this type of leave the faculty member shall be restored to his former position providing that it still exists, otherwise, if reasonably possible to one of similar requirements and compensation. Faculty members hired as replacements for those who are on leave without pay are to be hired with the mutual understanding that their employment is contingent upon the return of the person that they are replacing. When a person returns from leave without pay and he is not physically or mentally qualified to perform the duties of his former or equivalent position the College will make a reasonable effort to offer him employment in a position which his physical and mental condition permits him to perform, at the rate of normal compensation provided for that position.

5. All fringe benefits and credit for employment will be forfeited for only the year on leave without pay. When and if the recipient is reinstated, according to the policy, he will receive credit for full-time employment previous to the leave for purposes of salary schedule placement.

F. Class Load

1. A full-time teaching load shall normally be a maximum of 32 contact hours per academic year with a maximum of 16 contact hours per semester. Laboratory and physical education activity hours shall be equated at .8 of a contact hour. Open-entry open-exit laboratory hours shall be equated at .65 of a contact hour. Open-entry open-exit laboratories shall be defined as a learning station in which students enroll on an open-entry open-exit basis with individualized instruction.

   Teaching Delivery Methods

   50 minutes of classroom time by each of the following methods will be converted to contact hours by the following formula. All pay for college credit courses; Full, Adjunct, and Part-time, will be based upon contact hours.

   50 minutes lecture = 1.0 contact hours
   50 minutes laboratory = .8 contact hours
   50 minutes open lab = .65 contact hours

2. If adequate enrollments do not develop to provide a full normal class load to a faculty member having a differential position(s), the faculty member may be required to include all or a pro-rated portion of his differential as part of his normal class load. The instructor with differential responsibility shall have the option of requesting release time or a pro-rated portion thereof to be applied to his normal class load. If this occurs, that portion of the differential to be applied toward the class load will be mutually determined by the appropriate divisional chairman, Dean of Instructional Services, instructor involved, and the Faculty Senate President.

3. Class loads may be reduced one or more classes in a given semester or semesters in order to undertake a special project or to develop departmental recruiting, audio-tutorial, audio-visual, or television aids, or to prepare, edit, and teach a televised course. An advisory committee consisting of the Dean of Instructional Services, the faculty member involved and the appropriate division chairman, shall determine and approve the amount of class load reduction depending on the complexity, scope and duration of the activity. The Board retains the sole discretion as to whether class loads shall be reduced.

4. Pay for adjunct faculty teaching more than 9 contact hours up to a maximum of 13 contact hours will receive salaries computed on a pro rata basis of the full-time contract. They will receive no fringe benefits and will not be eligible for tenure. They must maintain office hours and may have additional responsibilities such as assisting with curriculum development, advising and college committees.

G. Class Size

Class size limits shall be determined by the divisional chairman after consultation with the Dean of Instructional Services and the instructors involved. Types of instruction as well as equipment and facilities available, make class size a variable factor. In no case, however, shall a class limit be set below 15 students without the permission of the Dean of Instructional Services. The Administration reserves the right to cancel any class with fewer than 15 students enrolled, unless the limits for that class were set below that figure by the Dean of Instructional Services and division chairman.

H. Office Hours

It is required that faculty members establish and maintain posted office hours each week. In addition to posted office hours, it is expected that the faculty member will be available for student consultation subject to confirmation of appointment between the instructor and student.

I. Facilities

Facilities will be provided for lounges, office space, and parking areas, separate from those for students, on the interim and permanent campuses.

J. Vacancies

All full-time faculty members will be informed of any new or existing faculty or administrative position vacancies on the College staff as they become available. Notice of a new position vacancy will include a job description.

K. Part-Time Faculty

No part-time instructor would be hired to teach more than 9 contact hours in college credit courses per semester.

L. Interviewing Committee

The Faculty Senate President and two faculty members selected by the Faculty Senate shall serve as representatives on an Interviewing Committee for a review of applicants selected for interview, prior to hiring, of new College Presidents and Deans of Instructional Services.

Members of a division shall be allowed to interview applicants being considered for the position of division chairman. They shall be allowed to express their opinions, in writing, individually or collectively, to the Dean of Instructional Services, and the President of the College. These comments shall be considered privileged information, and shall remain in the confidence of those persons to whom the comments are directed.

M. School Calendar

The Faculty Senate shall have the opportunity to review proposed school calendars and shall have the right to present their recommendations to the President of the College.

N. Extension Courses

An instructor shall not be required to teach more than one extension course per year. No instructor will be required to furnish his own auto.

ARTICLE VIII
SALARY AND RATES OF PAY

A. Distribution of Pay

Standard procedure will be to remunerate all full-time faculty members on a 12-month basis payable every other Friday unless a faculty member requests in writing that payment be paid according to his/her contract length. These payments would also be made on every other Friday.

B. Overload Policy and Pay Formula

1. Faculty members may be permitted overload/tutorial sections with the recommendation of his division chairman and the approval of the Dean of Instructional Services and Board. A faculty member may not be required to teach more than a normal load. All overload/tutorials should be reviewed jointly by the division chairman and the Dean of Instructional Services.

   A faculty member hired to teach high school courses full-time may be required to teach more than a normal load.

2. Any full-time instructor may also instruct within the continuing education division to such a degree as approved by his divisional chairman, Dean of Instructional Services and Dean of Continuing Education at the current hourly rate of the continuing education division.

3. Each faculty member will receive 2.5 percent of the MA-0 base pay for each overload contact hour or $28 per student credit hour tutorially. Reimbursement shall be paid during the semester in which the overload/tutorial occurs. Any instructor who agrees to accept an overload/tutorial will be paid on the basis (2.5% vs. $28) most economical to the school. For non-credit Industrial In-House assignments each clock hour shall be equivalent to 1/16 of a contact hour.

4. In any given semester, the combined total of overload/tutorial shall not exceed (1) two additional classes or sections, or (2) six contact hours over the regular 16 hours.

5. Except in the most extreme cases (to be determined by the Dean of Instructional Services) no tutorial shall be offered in on-campus classes currently open to enrollment.

6. Every effort will be made by the division chairman and Dean of Instructional Services to incorporate overload/tutorial sections, as far as possible into the instructor's regular load.

7. If any person or group believes that a program is being jeopardized by the restrictions in 4 and 5 above, that person(s) should request

council with the division chairman and Dean of Instructional Services who may waive the above restrictions. The Dean of Instructional Services should give reasons in writing to the Senate for any such waivers.

C. Summer School Pay Formula

The rate of pay for teaching summer school shall be 2.5% of the MA-0 rate per each contact hour. If an individual course enrollment is not sufficient for the course to be offered, upon approval of the division chairman, a faculty member will have the option of teaching the course at a prorata fraction of the above rate of pay based upon the course enrollment.

1988-89
SALARY SCHEDULE
ARTICLE VIII.D

	BASE SAL	19131		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YRS	VOC. CERT.	VOC. CERT. +12	VOC. CERT. +24	BA &/OR COMP. EXP.	BA+12 OR STEP 1+12	BA+24 OR STEP 1+24	MA OR STEP 1+36	MA+12 OR STEP 1+48	MA+24 OR STEP 1+60	MA + 36	MA + 48	MA +60	DA OR EQUIV. DOC. DEG.
0	14884	15592	16300	17007	17715	18423	19131	20183	21255	22307	23378	24430	25502
1	15592	16300	17007	17715	18423	19131	19839	20891	21962	23015	24086	25138	26209
2	16395	17103	17811	18519	19227	19935	20642	21695	22766	23818	24889	25942	27013
3	17180	17887	18595	19303	20011	20719	21427	22498	23550	24622	25674	26745	27797
4	18060	18768	19475	20183	20891	21599	22307	23378	24430	25502	26554	27625	28677
5	18959	19667	20375	21082	21790	22498	23206	24258	25329	26382	27453	28505	29577
6	19839	20547	21255	21962	22670	23378	24086	25138	26209	27262	28333	29385	30457
7	20719	21427	22135	22842	23550	24258	24966	26037	27089	28161	29213	30284	31337
8	21599	22307	23015	23722	24430	25138	25846	26917	27970	29041	30093	31164	32217
9	22498	23206	23914	24622	25329	26037	26745	27797	28869	29921	30992	32044	33116
10	23378	24086	24794	25502	26209	26917	27625	28677	29749	30801	31872	32924	33996
11	24258	24966	25674	26382	27089	27797	28505	29500	30629	31700	32752	33824	34876
12	25138	25846	26554	27262	27970	28677	29385	30361	31432	32484	33556	34608	35679
13	0	0	0	0	0	0	0	31222	32217	33288	34340	35411	36464
14	0	0	0	0	0	0	0	0	33001	33996	35048	36119	37172
15	0	0	0	0	0	0	0	0	0	34704	35756	36827	37879
16	0	0	0	0	0	0	0	0	0	0	36464	37535	38587
17	0	0	0	0	0	0	0	0	0	0	0	38243	39295

TOTAL 4887798

1988-89 B
SALARY SCHEDULE
ARTICLE VIII.D

	BASE SAL	18395		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YRS	VOC. CERT.	VOC. CERT. +12	VOC. CERT. +24	BA &/OR COMP. EXP.	BA+12 OR STEP 1+12	BA+24 OR STEP 1+24	MA OR STEP 1+36	MA+12 OR STEP 1+48	MA+24 OR STEP 1+60	MA + 36	MA + 48	MA +60	DA OR EQUIV. DOC. DEG.
0	14311	14992	15673	16353	17034	17714	18395	19407	20437	21449	22479	23490	24521
1	14992	15673	16353	17034	17714	18395	19076	20087	21117	22129	23159	24171	25201
2	15765	16445	17126	17806	18487	19168	19848	20860	21890	22902	23932	24944	25974
3	16519	17199	17880	18561	19241	19922	20602	21633	22644	23674	24686	25716	26728
4	17365	18045	18726	19407	20087	20768	21449	22479	23490	24521	25532	26562	27574
5	18229	18910	19591	20271	20952	21633	22313	23325	24355	25367	26397	27409	28439
6	19076	19756	20437	21117	21798	22479	23159	24171	25201	26213	27243	28255	29285
7	19922	20602	21283	21964	22644	23325	24005	25036	26047	27077	28089	29119	30131
8	20768	21449	22129	22810	23490	24171	24852	25882	26893	27924	28935	29965	30977
9	21633	22313	22994	23674	24355	25036	25716	26728	27758	28770	29800	30812	31842
10	22479	23159	23840	24521	25201	25882	26562	27574	28604	29616	30646	31658	32688
11	23325	24005	24686	25367	26047	26728	27409	28365	29450	30481	31492	32522	33534
12	24171	24852	25532	26213	26893	27574	28255	29193	30223	31235	32265	33277	34307
13	0	0	0	0	0	0	0	30021	30977	32007	33019	34049	35061
14	0	0	0	0	0	0	0	0	31731	32688	33700	34730	35741
15	0	0	0	0	0	0	0	0	0	33369	34380	35410	36422
16	0	0	0	0	0	0	0	0	0	0	35061	36091	37103
17	0	0	0	0	0	0	0	0	0	0	0	36772	37783

TOTAL 4699757

1989-90
SALARY SCHEDULE
ARTICLE VIII.D

BASE SAL 20375

YRS	STEP 1 VOC. CERT.	STEP 2 VOC. CERT. +12	STEP 3 VOC. CERT. +24	STEP 4 BA &/OR COMP. EXP.	STEP 5 BA+12 OR STEP 1+12	STEP 6 BA+24 OR STEP 1+24	STEP 7 MA OR STEP 1+36	STEP 8 MA+12 OR STEP 1+48	STEP 9 MA+24 OR STEP 1+60	STEP 10 MA + 36	MA + 48	MA +60	DA OR EQUIV. DOC. DEG.
0	15852	16606	17360	18113	18867	19621	20375	21496	22637	23757	24898	26019	27160
1	16606	17360	18113	18867	19621	20375	21129	22250	23391	24511	25652	26773	27914
2	17461	18215	18969	19723	20477	21231	21985	23105	24246	25367	26508	27629	28770
3	18297	19051	19805	20558	21312	22066	22820	23961	25082	26223	27343	28484	29605
4	19234	19988	20742	21496	22250	23003	23757	24898	26019	27160	28281	29422	30542
5	20192	20946	21699	22453	23207	23961	24715	25836	26977	28097	29238	30359	31500
6	21129	21883	22637	23391	24144	24898	25652	26773	27914	29034	30175	31296	32437
7	22066	22820	23574	24328	25082	25836	26589	27730	28851	29992	31113	32254	33374
8	23003	23757	24511	25265	26019	26773	27527	28668	29788	30929	32050	33191	34312
9	23961	24715	25469	26223	26977	27730	28484	29605	30746	31867	33008	34128	35269
10	24898	25652	26406	27160	27914	28668	29422	30542	31683	32804	33945	35065	36206
11	25836	26589	27343	28097	28851	29605	30359	31418	32620	33761	34882	36023	37144
12	26773	27527	28281	29034	29788	30542	31296	32335	33476	34597	35738	36858	37999
13	0	0	0	0	0	0	0	33252	34312	35453	36573	37714	38835
14	0	0	0	0	0	0	0	0	35147	36206	37327	38468	39589
15	0	0	0	0	0	0	0	0	0	36960	38081	39222	40343
16	0	0	0	0	0	0	0	0	0	0	38835	39976	41096
17	0	0	0	0	0	0	0	0	0	0	0	40730	41850

TOTAL 5205629

1989-90 B
SALARY SCHEDULE
ARTICLE VIII.D

	BASE SAL	18855		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YRS	VOC. CERT.	VOC. CERT. +12	VOC. CERT. +24	BA &/OR COMP. EXP.	BA+12 OR STEP 1+12	BA+24 OR STEP 1+24	MA OR STEP 1+36	MA+12 OR STEP 1+48	MA+24 OR STEP 1+60	MA + 36	MA + 48	MA +60	DA OR EQUIV. DOC. DEG.
0	14669	15367	16064	16762	17460	18157	18855	19892	20948	21985	23041	24078	25134
1	15367	16064	16762	17460	18157	18855	19553	20590	21646	22683	23738	24775	25831
2	16159	16856	17554	18252	18949	19647	20345	21382	22437	23474	24530	25567	26623
3	16932	17629	18327	19025	19722	20420	21118	22173	23211	24266	25303	26359	27396
4	17799	18497	19194	19892	20590	21287	21985	23041	24078	25134	26171	27227	28264
5	18685	19383	20081	20778	21476	22173	22871	23908	24964	26001	27057	28094	29150
6	19553	20250	20948	21646	22343	23041	23738	24775	25831	26868	27924	28961	30017
7	20420	21118	21815	22513	23211	23908	24606	25662	26699	27755	28792	29847	30884
8	21287	21985	22683	23380	24078	24775	25473	26529	27566	28622	29659	30715	31752
9	22173	22871	23569	24266	24964	25662	26359	27396	28452	29489	30545	31582	32638
10	23041	23738	24436	25134	25831	26529	27227	28264	29320	30357	31412	32449	33505
11	23908	24606	25303	26001	26699	27396	28094	29074	30187	31243	32280	33336	34373
12	24775	25473	26171	26868	27566	28264	28961	29923	30979	32016	33072	34109	35165
13	0	0	0	0	0	0	0	30771	31752	32808	33845	34901	35938
14	0	0	0	0	0	0	0	0	32525	33505	34542	35598	36635
15	0	0	0	0	0	0	0	0	0	34203	35240	36296	37333
16	0	0	0	0	0	0	0	0	0	0	35938	36994	38031
17	0	0	0	0	0	0	0	0	0	0	0	37691	38728

TOTAL 4817283

1990-91
SALARY SCHEDULE
ARTICLE VIII.D

	BASE SAL	21700		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YRS	VOC. CERT.	VOC. CERT. +12	VOC. CERT. +24	BA &/OR COMP. EXP.	BA+12 OR STEP 1+12	BA+24 OR STEP 1+24	MA OR STEP 1+36	MA+12 OR STEP 1+48	MA+24 OR STEP 1+60	MA + 36	MA + 48	MA +60	DA OR EQUIV. DOC. DEG.
0	16883	17686	18488	19291	20094	20897	21700	22894	24109	25302	26517	27711	28926
1	17686	18488	19291	20094	20897	21700	22503	23696	24912	26105	27320	28514	29729
2	18597	19400	20203	21006	21809	22611	23414	24608	25823	27017	28232	29425	30640
3	19487	20290	21092	21895	22698	23501	24304	25519	26713	27928	29121	30337	31530
4	20485	21288	22091	22894	23696	24499	25302	26517	27711	28926	30120	31335	32528
5	21505	22308	23111	23913	24716	25519	26322	27516	28731	29924	31140	32333	33548
6	22503	23306	24109	24912	25715	26517	27320	28514	29729	30923	32138	33331	34546
7	23501	24304	25107	25910	26713	27516	28319	29534	30727	31942	33136	34351	35545
8	24499	25302	26105	26908	27711	28514	29317	30532	31725	32941	34134	35349	36543
9	25519	26322	27125	27928	28731	29534	30337	31530	32745	33939	35154	36348	37563
10	26517	27320	28123	28926	29729	30532	31335	32528	33744	34937	36152	37346	38561
11	27516	28319	29121	29924	30727	31530	32333	33461	34742	35957	37150	38366	39559
12	28514	29317	30120	30923	31725	32528	33331	34438	35653	36847	38062	39255	40471
13	0	0	0	0	0	0	0	35414	36543	37758	38952	40167	41360
14	0	0	0	0	0	0	0	0	37433	38561	39754	40970	42163
15	0	0	0	0	0	0	0	0	0	39364	40557	41773	42966
16	0	0	0	0	0	0	0	0	0	0	41360	42575	43769
17	0	0	0	0	0	0	0	0	0	0	0	43378	44572

TOTAL 5544155

1990-91B
SALARY SCHEDULE
ARTICLE VIII.D

BASE SAL 20081

YRS	VOC. CERT.	VOC. CERT. +12	VOC. CERT. +24	STEP 1 BA &/OR COMP. EXP.	STEP 2 BA+12 OR STEP 1+12	STEP 3 BA+24 OR STEP 1+24	STEP 4 MA OR STEP 1+36	STEP 5 MA+12 OR STEP 1+48	STEP 6 MA+24 OR STEP 1+60	STEP 7 MA + 36	STEP 8 MA + 48	STEP 9 MA +60	STEP 10 DA OR EQUIV. DOC. DEG.
0	15623	16366	17109	17852	18595	19338	20081	21185	22310	23414	24539	25643	26768
1	16366	17109	17852	18595	19338	20081	20824	21928	23053	24157	25282	26386	27511
2	17209	17952	18695	19438	20181	20924	21667	22772	23896	25001	26125	27230	28354
3	18033	18776	19519	20262	21005	21748	22491	23615	24720	25844	26949	28073	29178
4	18956	19699	20442	21185	21928	22671	23414	24539	25643	26768	27872	28997	30101
5	19900	20643	21386	22129	22872	23615	24358	25463	26587	27692	28816	29921	31045
6	20824	21567	22310	23053	23796	24539	25282	26386	27511	28615	29740	30844	31969
7	21748	22491	23234	23977	24720	25463	26206	27330	28435	29559	30664	31788	32893
8	22671	23414	24157	24900	25643	26386	27129	28254	29358	30483	31587	32712	33816
9	23615	24358	25101	25844	26587	27330	28073	29178	30302	31407	32531	33636	34760
10	24539	25282	26025	26768	27511	28254	28997	30101	31226	32330	33455	34559	35684
11	25463	26206	26949	27692	28435	29178	29921	30965	32150	33274	34379	35503	36608
12	26386	27129	27872	28615	29358	30101	30844	31869	32993	34098	35222	36327	37451
13	0	0	0	0	0	0	0	32772	33816	34941	36045	37170	38274
14	0	0	0	0	0	0	0	0	34640	35684	36788	37913	39017
15	0	0	0	0	0	0	0	0	0	36427	37531	38656	39760
16	0	0	0	0	0	0	0	0	0	0	38274	39399	40503
17	0	0	0	0	0	0	0	0	0	0	0	40142	41246

TOTAL 5130515

SALARY INDEX
ARTICLE VIII.E

YRS	VOC. CERT.	VOC. CERT. +12	VOC. CERT. +24	BA &/OR COMP. EXP. STEP 1	BA+12 OR STEP 1+12 STEP 2	BA+24 OR STEP 1+24 STEP 3	MA OR STEP 1+36 STEP 4	MA+12 OR STEP 1+48 STEP 5	MA+24 OR STEP 1+60 STEP 6	MA + 36 STEP 7	MA + 48 STEP 8	MA +60 STEP 9	DA OR EQUIV. DOC. DEG. STEP 10
0	0.778	0.815	0.852	0.889	0.926	0.963	1.000	1.055	1.111	1.166	1.222	1.277	1.333
1	0.815	0.852	0.889	0.926	0.963	1.000	1.037	1.092	1.148	1.203	1.259	1.314	1.370
2	0.857	0.894	0.931	0.968	1.005	1.042	1.079	1.134	1.190	1.245	1.301	1.356	1.412
3	0.898	0.935	0.972	1.009	1.046	1.083	1.120	1.176	1.231	1.287	1.342	1.398	1.453
4	0.944	0.981	1.018	1.055	1.092	1.129	1.166	1.222	1.277	1.333	1.388	1.444	1.499
5	0.991	1.028	1.065	1.102	1.139	1.176	1.213	1.268	1.324	1.379	1.435	1.490	1.546
6	1.037	1.074	1.111	1.148	1.185	1.222	1.259	1.314	1.370	1.425	1.481	1.536	1.592
7	1.083	1.120	1.157	1.194	1.231	1.268	1.305	1.361	1.416	1.472	1.527	1.583	1.638
8	1.129	1.166	1.203	1.240	1.277	1.314	1.351	1.407	1.462	1.518	1.573	1.629	1.684
9	1.176	1.213	1.250	1.287	1.324	1.361	1.398	1.453	1.509	1.564	1.620	1.675	1.731
10	1.222	1.259	1.296	1.333	1.370	1.407	1.444	1.499	1.555	1.610	1.666	1.721	1.777
11	1.268	1.305	1.342	1.379	1.416	1.453	1.490	1.542	1.601	1.657	1.712	1.768	1.823
12	1.314	1.351	1.388	1.425	1.462	1.499	1.536	1.587	1.643	1.698	1.754	1.809	1.865
13								1.632	1.684	1.740	1.795	1.851	1.906
14									1.725	1.777	1.832	1.888	1.943
15										1.814	1.869	1.925	1.980
16											1.906	1.962	2.017
17												1.999	2.054

TOTAL 255.491

F. Base Pay Figure

The base salary for a faculty member with MA-0 and no experience will be $18,395 for the 9-month academic year, 1988-89. For the academic year 1989-90, the base salary for a faculty member with MA-0 and no experience will be $18,855. For the academic year 1990-91, the base salary for a faculty member with MA-0 and no experience will be $20,081 and adjust the Salary Schedule, Article VIII-D by applying the Salary Index set forth in Article VIII-E.

In addition the Board agrees to pay 4% of retirement for each faculty member in the first year and an additional 4% of retirement in the second year.

G. Differentials

Each spring a faculty member or administrator may submit a proposal to create a new, modify or eliminate an existing differential position. Such a proposal should include job description, justification, and method and amount of remuneration.

STEP I - Before May 1 the proposal is initiated by a faculty member or administrator by sending copies of the proposal to the Dean of Instructional Services and to the President of the Senate.

STEP II - Within ten working days after receiving the proposal, the Dean of Instructional Services shall call a meeting of himself, the initiator, the appropriate Divisional Chairman, a Senate representative, interested applicants for a new position or the individual holding the established differential. These individuals may discuss the proposal and make recommendations to the initiator.

The initiator may, on the basis of the result of the discussion:

1. withdraw his proposal;
2. resubmit as in Step I a new proposal; or
3. continue to Step III.

STEP III - Within five working days, the initiator will present his proposal to the Senate Negotiating Committee for discussion. The Committee may advise, approve or disapprove. The initiator may:

1. withdraw;
2. resubmit; or
3. continue to Step IV.

STEP IV - At the next Board meeting, the Board shall approve or disapprove the proposal.

STEP V - If the Board approves the proposal, it will be included in the Agreement (Appendix B). If the Board disapproves the proposal, the initiator may:

1. withdraw; or
2. resubmit a new proposal via this procedure.

If, because of an unforeseen resignation, reorganization, or federal/state requirement it is necessary to change, eliminate, or add a differential position after the May 1 deadline, the above procedure will be followed in presenting the proposal to the Board.

H. Supervision of Part-Time Employees

When division chairmen make a request for a full-time employee to devote significant time and effort to hiring and supervising activities involving part-time employees, the division chairman and the teacher shall attempt to reach agreement as to a recommendation for acceptable compensation. This recommendation shall then be submitted to the Dean of Instruction. Where practicable, the compensation shall be agreed upon prior to the beginning of the activities involved.

ARTICLE IX
LAYOFF AND REINSTATEMENT PROCEDURE

Teachers' rights under this article are covered by the Community College Tenure Act. Refer to Apendix C.

ARTICLE X
SCOPE AND DURATION

A. Scope of Agreement

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period of August 20, 1988 through August 20, 1991. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits, and working conditions contained in this Agreement, without prior negotiation and agreement with the Senate.

ARTICLE XI
NO STRIKE PLEDGE

The parties hereto subscribe to the principle that any and all differences between them shall be resolved by peaceful and appropriate means without interruption of the College program. The Senate, therefore, agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the Grievance available under the laws of the State of Illinois.

ARTICLE XII
FUTURE NEGOTIATIONS

Negotiations between the Board and Senate representatives for a subsequent Agreement will commence no later than May 1, 1991, upon request of either party.

Agreed this 19th day of July, 1988.

HIGHLAND COMMUNITY COLLEGE

BY: _____
President

FACULTY SENATE, AFT, LOCAL 1957

BY _____

BOARD OF COMMUNITY COLLEGE DISTRICT No. 519

_____
Chairman

HIGHLAND COMMUNITY COLLEGE FACULTY SENATE, AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS, LOCAL 1957

By _____
President

Appendix A

Basic Hospital Coverage

A. Room and board at the "Usual and Customary" daily rate for a maximum of 30 days.

B. Intensive care at the "Usual and Customary" daily rate for a maximum of 30 days.

C. Additional hospital expenses - paid-in-full.

D. Emergency accident or illness expense - paid-in-full.

Basic Medical Coverage

A. Surgical expense according to schedule with a maximum benefit of $800.00.

B. In-hospital medical care: $10.00 per day for the first 5 daily visits and $8.00 per day for 25 days.

C. Diagnostic X ray and laboratory tests to a maximum of $50.00 for any one accident or illness per year.

D. Supplemental Accident Benefit of $300.00.

Major Medical Coverage

A. Maximum lifetime limit: $250,000.00

B. Co-insurance percentage: 80%

C. Stop loss rider out of pocket expense limitation of $500.00

D. Qualifying period: 365 days

Appendix B

DIFFERENTIAL POSITIONS

Differentials

A. Ten percent of base (MA-0) salary for director of forensics.

B. Six percent of base (MA-0) salary for golf coach.

C. Six percent of base (MA-0) salary for tennis coach.

D. Drama Coach will receive six hours released time each semester.

E. The Coordinator of the Licensed Practical Nursing Program will receive $1,000 per year.

F. Ten percent of base (MA-0) salary for baseball coach.

G. Ten percent of base (MA-0) salary for wrestling coach.

H. Ten percent of base (MA-0) salary for women's basketball coach.

I. Eight percent of base (MA-0) salary for women's softball coach.

J. Eight percent of base (MA-0) salary for women's volleyball coach.

K. Four percent of base (MA-0) salary for cheerleader advisor.

L. Five percent of base (MA-0) salary for cross country coach.

M. Ten percent of base (MA-0) salary for coordinator of Intramurals.

N. Director of Institutional Research will be allowed up to a maximum of six hours released time per semester.

O. The Director of the ADN Program will receive $1,000 per year.

Appendix C

COMMUNITY COLLEGE TENURE ACT

This Tenure Act is not a part of the contract and is included for informational purposes only.

AN ACT to add Article IIIB to the "Public Community College Act", approved July 15, 1965, as amended.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Article IIIE is added to the "Public Community College Act", approved July 15, 1965, as amended, the added Article to read as follows:

ARTICLE IIIB TENURE

(Ch. 122, new par. 103B-1)

Sec. 3B-1. Definitions. As used in this Article, the following terms shall have the meanings hereinafter stated:

"District" means a Community College District.

"Board" means a Board of a Community College District.

"Faculty Member" means a full time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees.

"School Year" means a regular academic year or its equivalent excluding summer school.

"Term" means a term within a school year.

"Notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

(Ch. 122, new par. 103B-2)

Sec. 3B-2. Tenure. Any faculty member who has been employed in any district for a period of 3 consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which

now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following:

a. Just cause for dismissal; or
b. A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

(Ch. 122, new par. 103B-3)

Sec. 3B-3. Dismissal of Non-tenure Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice, with the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

(Ch. 122, new par. 103B-4)

Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within 10 days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes

of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

(Ch. 122, new par. 103B-5)

Sec. 3B-5. Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefor; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

(Ch. 122, new par. 103B-6)

Sec. 3B-6. Review under the Administrative Review Act. The provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decision" is defined as in Section 1 of said "Administrative Review Act".

ERIC Clearinghouse for Junior Colleges
DEC 31 1991